

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up
With 640 Acres Pooling Provision

PAID-UP OIL AND GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT is made this 6th day of June, 2010, by and between Rex Downing, a single man, whose address is 4108 Church Dr., Fort Worth, TX 76135 as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

LOT 17, BLOCK 10, HIGHLAND LAKE ADDITION, SECOND FILING TO THE VILLAGE OF LAKE WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 388-5, PAGE 67 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, INCLUDING ALL STREETS, ALLEYS, RIGHT OF WAYS, GORES AND STRIPS OF LAND ADJACENT AND CONTIGUOUS HERETO AND MADE A PART HEREOF.

in the County of **TARRANT**, State of **TEXAS**, containing **0.3396** gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **three (3)** years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be **twenty-five (25%)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be **twenty-five (25%)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at Lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

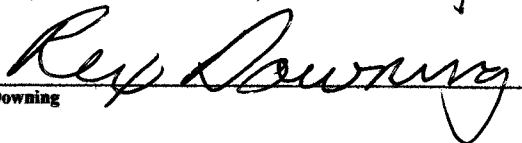
16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

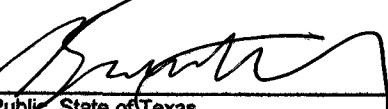

Rex Downing

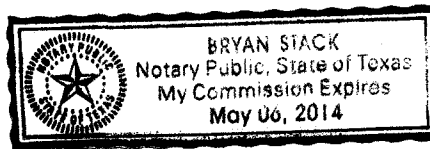
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 6th day of June, 2010, by Rex Downing.


Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:



AFFIDAVIT OF IDENTITY

STATE OF TEXAS)
COUNTY OF TARRANT) ss

Rex Downing, of lawful age and first being duly sworn, states:

That he was well acquainted with **Frances Allison**, a resident of **Tarrant County, Texas** who owned mineral interests in **Tarrant County, Texas**. He has been acquainted with **Frances Allison** for 51 years;

That he is familiar with the lands situated in the county and state named above, described as follows:

LOT 17, BLOCK 10, HIGHLAND LAKE ADDITION, SECOND FILING TO THE VILLAGE OF LAKE WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 388-5, PAGE 67 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, INCLUDING ALL STREETS, ALLEYS, RIGHT OF WAYS, GORES AND STRIPS OF LAND ADJACENT AND CONTIGUOUS HERETO AND MADE A PART HEREOF.

That **Frances Allison** is the same person as **Dorthy Frances Hatfield**, referred to in the Certificate of Death, City of Fort Worth, Texas, Vital Statistics Division, Registrar File Number 02 2198, May 09, 2006., but used both names in signing instruments in transacting business;

That he is well acquainted with **Frances Allison**, also known as **Dorthy Frances Hatfield**, and knows that these names refer to one and the same person;

And further affiant sayeth not.

Signed: _____

Rex Downing

STATE OF TEXAS)

(Individual Acknowledgement)

) ss

COUNTY OF TARRANT)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15 day of June, 2010, personally appeared Rex Downing, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My commission expires: _____

Sandra Miller

Notary Public



AFFIDAVIT OF HEIRSHIP

FOR

DOROTHY FRANCES HATFIELD, DECEASED

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared BEN RIOS and JULIE RIOS, both being known to me, who, after each being duly sworn, each deposed and said that:

" As to Ben Rios, I was a neighbor and friend of Dorothy Frances Hatfield and knew her for over twenty (20) years. I am very familiar with her family history and the property that she acquired during her lifetime.

"As to Julie Rios, I was a very good and close friend of Dorothy Frances Hatfield during her lifetime and knew her more than twenty (20) years. I am very familiar with her family history and the property that she acquired during her lifetime.

" Each of us, Ben Rios and Julie Rios, reside at 4112 Church Dr., Lake Worth, Texas, and have personal knowledge of the following facts concerning the family history of Dorothy Frances Hatfield and the property she acquired during her lifetime:

1. Dorothy Frances Hatfield, whose maiden name was McDonald, was born on September 28, 1926, in Rising Star, Eastland County, Texas, to Guy Edwin McDonald, who predeceased her on January 27, 1978, and Nancy Artibelle McDonald, whose maiden name was Cook, and who died on February 2, 1966.

2. Dorothy Frances (McDonald) Hatfield was married four (4) times, and then to:

- a. Earl Kenneth Downing on March 4, 1944, in Brownwood, Brown County, Texas. Dorothy Frances Hatfield divorced Earl Kenneth Downing on September 27, 1958, in Fort Worth, Tarrant County, Texas, in Cause No. 8329-F of the 96th Judicial District Court of Tarrant County, Texas.

The following children were born to her and Earl Kenneth Downing during their marriage:

1. Kenneth Downing, born on August 16, 1945, in Brownwood, Brown County, Texas, and who resides at _____ Azle, Texas ;
2. Larry Chris Downing, born December 23, 1948, in Hobbs, New Mexico, and who resides at 7325 Sorrell Ct., Fort Worth, Texas

76137;

3. Sheila Lane Downing, born on December 3, 1950, in Fort Worth, Tarrant County, Texas, and who resides at 4406 Little John Drive, Corpus Christi, Texas 78411; and
 4. Rex Allen Downing, born on April 20, 1954, in Fort Worth, Tarrant County, Texas, and who resides at 4108 Church Dr., Lake Worth, Texas.
- b. Jerry Harbert Allison on June 25, 1958, in Fort Worth, Tarrant County, Texas. They were divorced in 1961. No child or children were born to or adopted by Jerry Harbert Allison and Dorothy Frances Hatfield during their marriage.
- c. George Houston Denning on October 10, 1968, in Fort Worth, Tarrant County, Texas. George Houston Denning died on July 7, 1971, in Fort Worth, Tarrant County, Texas. No child or children were born to or adopted by George Houston Denning and Dorothy Frances Hatfield during their marriage. And
- d. Alexander Hatfield on December 6, 1971, in Fort Worth, Tarrant County, Texas. George Hatfield died on August 17, 1979, in Arlington, Tarrant County, Texas. No child or children were born to or adopted by Alexander Hatfield and Dorothy Frances Hatfield during their marriage.

No other children were born to or adopted by Dorothy Frances Hatfield during her life.

3. Dorothy Frances Hatfield owned the following described property at the time of her death:

Real property: Lot 17, Block 10, HIGHLAND LAKE ADDITION, SECOND FILING, To Lake Worth Village in Tarrant County, Texas, according to Plat Recorded in Volume 388-5 on page 67 of the Deed Records of Tarrant County, Texas.

Personal property: personal affects, furniture, fixtures, and appliances located on the real property.

4. Dorothy Frances Hatfield died on April 13, 2006, in Lake Worth, Tarrant County, Texas, at the age of 79 years. Her death certificate is filed with the City of Fort Worth Vital Statistics Division bearing Registrar File No. 02 2198.

5. To the best of affiants' knowledge, after diligent inquiry and discovery, Dorothy Frances Hatfield died intestate (without a Will); does not need an administration of her estate - she owed no debts not secured by a lien on real estate, or all debts have been paid; does not owe any Texas State or Federal Inheritance taxes and their are no tax

Hatfield- Affd. Heirship

liens from any entity on her property.

6. To the best of affiants' knowledge, after diligent inquiry and discovery, the sole and only surviving heirs of Dorothy Frances Hatfield is her children by Earl Kenneth Downing listed as follows:


- a. Kenneth Downing, born on August 16, 1945, in Brownwood, Brown County, Texas, and who resides at _____ Azle, Texas;
- b. Larry Chris Downing, born December 23, 1948, in Hobbs, New Mexico, and who resides at 7325 Sorrell Ct., Fort Worth, Texas 76137;
- c. Sheila Lane Downing, born on December 3, 1950, in Fort Worth, Tarrant County, Texas, and who resides at 4406 Little John Drive, Corpus Christi, Texas 78411; and
- d. Rex Allen Downing, born on April 20, 1954, in Fort Worth, Tarrant County, Texas, and who resides at 4108 Church Dr., Lake Worth, Texas.

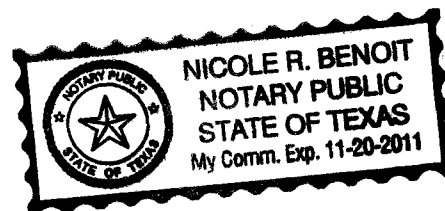
SIGNED this 9th day of March 2010.


BEN RIOS


JULIE RIOS

SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED BEFORE ME, the undersigned authority, this 23 day of March 2010.


NOTARY PUBLIC FOR THE STATE OF TEXAS



PREPARED IN THE LAW OFFICE OF:

H. WILLIAM SCHNEIDER
ATTORNEY AT LAW
3912 WREN AVE.
FORT WORTH, TEXAS 76133
TEL: 817- 713- 8793
FAX: 817- 370- 1480

Hatfield- Affd. Heirship

WARRANTY DEED

March
Date: ~~April~~ 30, 2010

Grantor: Kenneth Downing, out of his separate property and estate, and having a homestead elsewhere,

Grantor's Mailing Address (including county):

P.O. Box
City of AZLE, PARKER County, Texas Zip: 76020

Grantee: Rex Downing, a single person, as his separate property and estate,

Grantee's Mailing Address:

4108 Church Dr.
Lake Worth, Tarrant County, Texas 76135

Consideration:

TEN (\$10.00) DOLLARS and other valuable consideration paid by Grantee to Grantor, the receipt of which is acknowledged by Grantor.

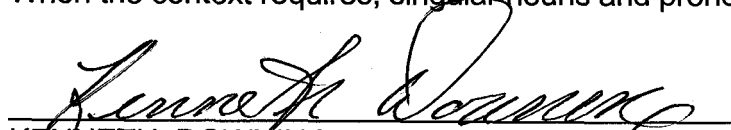
Property (including any improvements)

Lot 17, Block 10, HIGHLAND LAKE ADDITION, SECOND FILING,
To Lake Worth Village in Tarrant County, Texas, according to Plat
Recorded in Volume 388-5 on page 67 of the Deed Records of Tarrant
County, Texas.

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record in the Deed Records of Tarrant County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

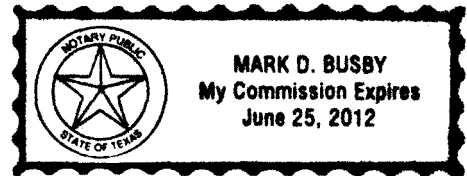

KENNETH DOWNING

STATE OF TEXAS

COUNTY OF Tarrant

Kenneth Downing acknowledged this instrument before me on ^{March}~~April~~ ^{11/13}30, 2010.


NOTARY PUBLIC FOR THE STATE OF TEXAS



AFTER RECORDING RETURN TO:

REX DOWNING
4108 Church Dr.
Lake Worth, Texas 76135

PREPARED IN THE LAW OFFICE OF:

H. WILLIAM SCHNEIDER
ATTORNEY AT LAW
3912 WREN AVENUE
FORT WORTH, TEXAS 76133

WARRANTY DEED

March 30, 2010
Date: April ~~2010~~ ²⁰¹⁰

Grantor: Larry Chris Downing, out of his separate property and estate, and having a homestead on other property,

Grantor's Mailing Address (including county):

7325 Sorrell Ct., Fort Worth, Tarrant County, Texas 76137;

Grantee: Rex Downing, a single person, as his separate property and estate,

Grantee's Mailing Address:

4108 Church Dr.
Lake Worth, Tarrant County, Texas 76135

Consideration:

TEN (\$10.00) DOLLARS and other valuable consideration paid by Grantee to Grantor, the receipt of which is acknowledged by Grantor.

Property (including any improvements)

Lot 17, Block 10, HIGHLAND LAKE ADDITION, SECOND FILING,
To Lake Worth Village in Tarrant County, Texas, according to Plat
Recorded in Volume 388-5 on page 67 of the Deed Records of Tarrant
County, Texas.

This deed is subject to all easements, restrictions, conditions, covenants, and other instruments of record in the Deed Records of Tarrant County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Larry Chris Downing
LARRY CHRIS DOWNING

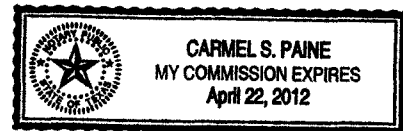
STATE OF TEXAS

COUNTY OF TARRANT

cf March 30, 2010

Larry Chris Downing acknowledged this instrument before me on April , 2010.

Carmel S. Paine
NOTARY PUBLIC FOR THE STATE OF TEXAS



AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

REX DOWNING
4108 Church Dr.
Lake Worth, Texas 76135

H. WILLIAM SCHNEIDER
ATTORNEY AT LAW
3912 WREN AVENUE
FORT WORTH, TEXAS 76133

WARRANTY DEED

Date: April 1, 2010

Grantor: Sheila Lane Downing, out of her separate property and estate, and having a homestead on other property,

Grantor's Mailing Address (including county):

4406 Little John Drive, Corpus Christi, Nueces County, Texas 78411

Grantee: Rex Downing, a single person, as his separate property and estate,

Grantee's Mailing Address:

4108 Church Dr.
Lake Worth, Tarrant County, Texas 76135

Consideration:

TEN (\$10.00) DOLLARS and other valuable consideration paid by Grantee to Grantor, the receipt of which is acknowledged by Grantor.

Property (including any improvements)

Lot 17, Block 10, HIGHLAND LAKE ADDITION, SECOND FILING,
To Lake Worth Village in Tarrant County, Texas, according to Plat
Recorded in Volume 388-5 on page 67 of the Deed Records of Tarrant
County, Texas.

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Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

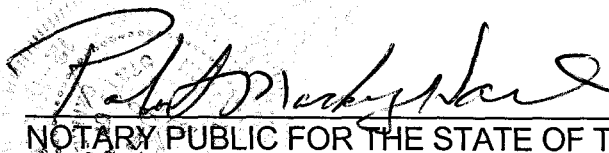
When the context requires, singular nouns and pronouns include the plural.


SHEILA LANE DOWNING

STATE OF TEXAS

COUNTY OF TARRANT

Sheila Lane Downing acknowledged this instrument before me on April 1, 2010.


NOTARY PUBLIC FOR THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

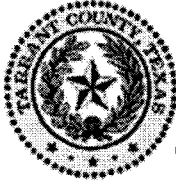
PREPARED IN THE LAW OFFICE OF:

**REX DOWNING
4108 Church Dr.
Lake Worth, Texas 76135**

**H. WILLIAM SCHNEIDER
ATTORNEY AT LAW
3912 WREN AVENUE
FORT WORTH, TEXAS 76133**

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TURNER OIL AND GAS
1314 LAKE STE 202
FT WORTH, TX 76102

Submitter: TURNER OIL & GAS PROP, INC.

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/8/2010 9:20 AM

Instrument #: D210163650

LSE

13

PGS

\$60.00

By: _____

Suzanne Henderson

D210163650

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK